

CITY OF SPRINGDALE
Committee Agendas
Monday, August 5th, 2019
City Council Chambers
City Administration Building
Meetings begin at 5:30 P.M.

Ordinance Committee by Chairman Mike Overton:

1. **An Ordinance** amending Section 2-157 of the Springdale Code of Ordinances (Pertaining to competitive bidding process). Item presented by Wyman Morgan, Director of Administration and Financial Services. [Page 2](#)
2. **A Resolution** authorizing the grant of a Utility easement to Ozarks Electric across property owned by the city of Springdale, Arkansas (Parcel No. 815-28663-004 and Parcel No 815-28663-002, Springdale, Washington County, Arkansas). Presented by City Attorney, Ernest Cate. [Pages 3 - 8](#)

Finance Committee by Chairman Jeff Watson:

3. **An Update on City Financials** Item presented by Wyman Morgan, Director of Administration and Financial Services.
4. **A Resolution** amending the 2019 budget of the City of Springdale Fire Department (Ambulance ordered in 2018). Item presented by Wyman Morgan, Director of Administration and Financial Services. [Page 9](#)

Parks and Recreation Committee by Chairman Mike Lawson:

5. **A Resolution** appropriating funds for the Parks and Recreation Department (CIP #1904) (Pertaining to installation of synthetic turf). Item presented by Wyman Morgan, Director of Administration and Financial Services and Chad Wolf, Director of Parks and Recreation. [Pages 10 - 12](#)
- 5.(A) **A Resolution** accepting the guaranteed maximum price for construction of the Shaw Family Park. (Information will be provided Monday night).

Street and CIP Committee by Chairman Rick Evans:

6. **A Resolution** authorizing contract execution for street striping services. Item presented by Brad Baldwin, Director of Engineering and Public Works. [Pages 13 - 14](#)
7. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein David Mancia is Defendant (815 E. Emma Avenue). Item presented by City Attorney, Ernest Cate and Wyman Morgan, Director of Administration and Financial Services. (Airport Commission recommended approval). [Pages 15 - 18](#)

Committee of the Whole by:

8. **A Resolution** affirming the City of Springdale's commitment to Life and designating the City of Springdale, Arkansas, as a Pro-Life City. Item will be presented by Councilman Colby Fulfer. [Page 19](#)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 2-157 OF THE
SPRINGDALE CODE OF ORDINANCES**

WHEREAS, Arkansas Statute § 19-11-249 allows for Cities to purchase commodities or services thru cooperative purchasing agreements, and

WHEREAS, the Springdale Code of Ordinances have not been amended to take advantage of this purchasing option;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Section 2-157 of the Springdale Code of Ordinances is amended as follows:

• **Sec. 2-157. - Competitive bidding process.**

Except as provided under A.C.A. § 14-58-104(a) and A.C.A § 19-11-249, competitive bids are required when the purchase or contract exceeds the sum of \$20,000.00, and the mayor, or his duly authorized representative, shall invite competitive bids thereon by legal advertisement in a newspaper as required by law. Bids received pursuant to said advertisement shall be opened and read on the date set for receiving said bids, in the presence of the mayor, or his duly authorized representative. The contract shall be awarded to the lowest responsible bidder provided, however, the mayor, or his duly authorized representative, may reject any and all bids received. Further, nothing in this paragraph shall limit the city council's authority under state law to waive competitive bidding when the city council finds it is not feasible or practical and purchases of greater than \$20,000.00 at state bid prices shall be exempt from the provisions of this section. The terms of an existing contract may be renewed or extended without soliciting bids, pursuant to A.C.A. § 14-58-104(b), subject to city council approval.

PASSED AND APPROVED this 13th day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF A
UTILITY EASEMENT TO OZARKS ELECTRIC ACROSS
PROPERTY OWNED BY THE CITY OF SPRINGDALE,
ARKANSAS (PARCEL NO. 815-28663-004 and PARCEL NO.
815-28663-002, SPRINGDALE, WASHINGTON COUNTY,
ARKANSAS).**

WHEREAS, the City of Springdale, Arkansas, owns two tracts of property known as Parcel No. 815-28663-004 and Parcel No. 815-28663-002, Springdale, Washington County, Arkansas ("the Property");

WHEREAS, Ozarks Electric currently has an electric transmission line across the Property, but is in need of a larger utility easement across the Property, as shown on the attached Exhibit "A";

WHEREAS, the utility easement is necessary for the construction of a new electric transmission line to enhance capacity in the area of the Property, and will be beneficial to future growth and development of the area; and

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting a utility easement across the Property to Ozarks Electric.

PASSED AND APPROVED this _____ day of _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, whether one or more, THE CITY OF SPRINGDALE, 201 N Spring St. Springdale, AR 72764 hereinafter called "Grantor", for the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged do hereby grant and convey unto **Ozarks Electric Cooperative Corporation (Grantee)**, hereinafter called "Cooperative", whose principal office is in Fayetteville, Arkansas, and unto its successors, licensees or assigns, a perpetual easement right, privilege, and authority to enter upon the lands of the undersigned Grantor, and to place, construct, reconstruct, erect, excavate, add to, relocate, rebuild, modify, change operating voltage level, repair, replace, patrol, operate and maintain on, over, and under the described lands, and in and upon all streets, roads, highways and other rights of way abutting said premises, overhead lines and underground cables of one or more circuits to serve as service, distribution, or transmission lines, or combinations of all, to transmit electrical energy and communications, including but not limited to poles, towers, wires, buried cable, guys, brace poles, guy wires, anchors, and other appurtenances necessary thereto, together with the right of ingress and egress to and from the lines of the Cooperative, over the lands of Grantor, which said lands of Grantor situated in the County of Washington, State of Arkansas, are described as follows:

SEE ATTACHED EXHIBIT "A" FOR PROPERTY OWNERS DESCRIPTION.

The location of the right-of-way easement on the above-described premises shall be determined by the Cooperative with the centerline being generally described as follows:

Easement being 100 feet in width being 50 feet on either side of the centerline, with the centerline of easement being finally determined as constructed.

At points of angle and termination in the line, Cooperative shall have the right to place anchors, stub poles, and guy wires outside of the width and said easement shall also extend 20' in all directions from all anchors, stub poles, and guy wires. The extension of the easement for the anchors, stub poles and guy wire shall be finally determined as they are constructed.

Grantor do also hereby grant and convey to Cooperative the perpetual right to clear and keep clear by cutting, trimming, the application of federally registered herbicides or removing by any other manner all brush, trees, timber, and vegetation within the defined easement and, at the Cooperative's option, to trim or remove all other trees outside of the defined easement that would in the sole opinion of the Cooperative, endanger the safety of the public or be a hazard to the operation and maintenance of the lines. And to dispose of trees and brush in any manner desired by the Cooperative. And agree that no shrubs, trees, or structures shall be planted or constructed within the defined easement. And the removal of any structures, trees, or other obstructions placed in the easement after the construction of said line will be removed at the expense of the property owner.

Grantor agree to make no use of, nor permit others to make any use of said easement strip that would reduce in clearance or in any other way interfere with the proper and safe **operation** and/or maintenance of said line by

Cooperative. Grantor further agree that Grantor will not make or allow others to make any attachments to any line, poles, or structures of Cooperative although the Cooperative retains the right to do so at its discretion.

Grantor agree that all poles, wires, transformers and all other facilities installed by and at the expense of Cooperative on Grantor's property pursuant to the rights granted by this easement shall remain the property of Cooperative and may be removed by Cooperative at its option.

No delay in exercising any or all of the rights granted herein to Cooperative shall be interpreted to be a surrender of any of the said rights nor abandonment of the easement granted.

All provisions contained herein shall run with the land and be binding on the parties, their heirs, successors, representatives and assigns.

And any and all dower, curtesy, distributive shares or homestead interest the undersigned, or either of them, may have inconsistent with the rights herein conferred is hereby relinquished and released to the extent necessary to permit the free enjoyment of said rights and to that extent only. In so doing, the undersigned do not deed the ownership of said lands.

Grantor covenant to and with Cooperative that they are lawfully seized and possessed of said lands, and have good and lawful right to and power to sell and convey said land and the easement granted herein and that said land is free and clear of all liens and encumbrances and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever.

IN WITNESS THEREOF, the grantor has set his hand and seal on this _____ day of _____, 2019.

CITY OF SPRINGDALE

x _____
Signature of Grantor

x _____
Signature of Grantor

Printed Name of Grantor

Printed Name of Grantor

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this day personally appeared before me, the undersigned Notary Public with and for the County and State aforesaid, duly commissioned and acting, _____

_____, to me well known as the grantor(s) in the foregoing easement, and each stated that they had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 2019.

My Commission Expires: _____

(SEAL)

Notary Public

EXHIBIT “A”

Property Description

Tract 1:
A part of the NW1/4 of the NE1/4 of Section 30, T-18-N, R-29-W, Washington County, Arkansas, and being more particularly described as follows to wit: Commencing at the SE Corner of the NE1/4 of the NE1/4 of said Section 30, thence N87°43'00"W, 1437.67 feet, S01°47'29"W, 74.64 feet, N87°41'13"W, 177.68 feet, N02°42'16"E, 74.85, N87°21'00"W 385.06 feet, N02°13'00"E, 756.77 feet, to the point of beginning and running thence N02°13'00"E, 344.49 feet, thence S84°21'00"E, 555.00 feet, to the toe of a bluff, thence with the toe of said bluff S12°40'51"E, 259.27 feet, S24°47'16"W, 119.92 feet, S14°30'27"W, 46.84 feet, thence leaving said bluff line N48°31'13"W, 79.30 feet, thence N85°59'39"W, 197.10 feet, thence N85°50'00"W, 307.42 feet, to the point of beginning containing 4.82 acres, more or less, Together with a 50 foot Right-of-Way for ingress and egress shown on plat of survey by WBR Engineering Associates, dated 05/27/2004.

Tract II:
A part of the NW1/4 of the NE1/4 of Section 30, T-18-N, R-29-W, and being more particularly described as follows, to-wit: Beginning at a point which is N87°42'22"W 1614.16' and N87°21'00"W 385.06' from the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 30 and running thence N02°13'00"E 756.77' to a found iron pin, thence S85°50'00"E 307.42' to a found iron pin, thence S00°45'01"W 50.08' to a set iron pin, thence N85°52'28"W 238.16' to a set iron pin, thence S02°13'03"W 704.75' to a set iron pin, thence N87°21'00"W 70.50' to the point of beginning, containing 1.49 acres, more or less.



CITY OF
SPRINGDALE

AR24 OZARK ELECTRIC COOPERATIVE
FAYETTEVILLE, ARKANSAS
EXHIBIT "A"

FOUND IRON PIN
NW CORNER
SEC. 30, T18N, R29W
WASHINGTON COUNTY, AR

PART OF THE NORTHEAST QUARTER
SEC. 30-T18N-R29W
WASHINGTON COUNTY, AR.



NOT TO SCALE

LEGEND

- FOUND IRON PIN
- PROPOSED EASEMENT LINE
- EXISTING CENTERLINE
- SECTION LINE

TRACT # CITY OF SPRINGDALE
DEED BOOK 2018 PAGE 34939

EASEMENT DESCRIPTION:

THE EASEMENT HEREIN GRANTED WILL BE A MAXIMUM OF 100 FEET WIDE AND LIE 50 FEET EACH SIDE UNLESS ADJUSTED TO PROPERTY LINE OF THE FOLLOWING DESCRIBED EXISTING CENTERLINE (SIDELINES ARE LENGTHENED OR SHORTENED AS REQUIRED TO END ON GRANTOR'S BOUNDARY)

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS; THENCE S87°40'23"E ALONG THE NORTH LINE OF SAID SECTION 30, 3183.98 FEET MORE OR LESS; THENCE S00°00'00"E, 566.36 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE OF AN EXISTING TRANSMISSION LINE AND GRANTOR'S APPARENT BOUNDARY ALSO BEING THE POINT OF BEGINNING #1; THENCE S85°21'02"E ALONG SAID CENTERLINE, 514.37 FEET MORE OR LESS TO A POINT OF DEFLECTION; THENCE S49°42'52"E ALONG SAID CENTERLINE, 84.04 FEET MORE OR LESS TO THE GRANTOR'S APPARENT EAST BOUNDARY LINE AND TERMINUS POINT.

ALSO GUYING TRACT:

BEING 50 FEET IN WIDTH AND 72.48 FEET IN LENGTH, LYING 25 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AS CONSTRUCTED:

COMMENCING AT THE ABOVE SAID POINT OF DEFLECTION; THENCE N22°28'03"E, 52.52 FEET MORE OR LESS TO THE POINT OF BEGINNING #2 OF SAID GUYING TRACT; THENCE CONTINUING N22°28'03"E, 72.48 FEET MORE OR LESS TO THE TERMINUS POINT.

598.41 LINEAR FEET APPROX.

0.65 ADDITIONAL ACRES MORE OR LESS

0.1 ACRES MORE OR LESS, GUYING TRACT

THIS EXHIBIT DEPICTS APPARENT OWNERSHIP LINES AND WAS PREPARED EXCLUSIVELY FROM INSTRUMENTS OF RECORD AND IS SUBJECT TO ALL RESTRICTIONS, EASEMENTS OR RIGHT-OF-WAYS, IF ANY. 05-21-2019

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF
ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT
BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN
CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY
ARKANSAS NO. 126



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS
7231 EAST 24TH STREET
JOPLIN, MISSOURI 64804 (417) 680-7200

ERIC S. DURKIN
ARKANSAS P.L.S. #1718
AGENT FOR ALLGEIER, MARTIN
ASSOCIATES, INC.



RESOLUTION NO. _____

A RESOLUTION AMENDING THE
2019 BUDGET OF THE CITY OF
SPRINGDALE FIRE DEPARTMENT

WHEREAS, the Fire Department 2018 budget included funds for an ambulance that was not delivered and paid for until 2019, and

WHEREAS, the unspent funds from the 2018 budget were not included in the 2019 budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2019 budget of the City of Springdale Fire Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire	10106014228050	From Reserves	240,000	212,000		452,000

PASSED AND APPROVED this 13th day of August, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION APPROPRIATING FUNDS FOR THE
PARKS AND RECREATION DEPARTMENT
(CIP #1904)**

WHEREAS, the City of Springdale is in the process of making improvements to the Parks & Recreation Center and desire to install synthetic turf on two soccer fields, and

WHEREAS, the City has received a proposal of \$124,389 from Shaw Sports Turf based on their contract with The Interlocal Purchasing System, and

WHEREAS, A.C.A § 19-11-249 states that "A public procurement unit may participate ina cooperative purchasing agreement for the acquisition of commodities or services".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated \$124,389 from the funds in the CIP Fund reserved for park land acquisition for the purchase of synthetic turf.

PASSED AND APPROVED this 13th day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



866.703.4004
185 South Industrial Blvd.
Calhoun, GA 30701
www.shawsportsturf.com

July 12, 2019

Proposal 2 (TIPS Contract #170205)

Project: Springdale P & R Indoor
Springdale, AR 72764

Shaw Contract Flooring Services, Inc., dba Shaw Sports Turf is pleased to provide the following proposal for your upcoming project:

Product	Description	Area/SF	Price
Legion HP 2.25	Synthetic Turf and Installation	22,275 SF +/-	\$124,389

Notes: All appropriate taxes will be charged unless proof of tax-exempt status/certificate is supplied to Shaw Sports Turf related to this project.

Scope of Work Inclusions

- Supply and install our Shaw Sports Turf Synthetic Turf System over base provided by others generally in accordance with manufacturer product specifications, warranty and installation methods (including turf, sundries and infill materials)
- Price based on standard Shaw Sports Turf colors for each product (custom yarns not included)
- Supply and install tufted and inlaid game field markings:
 - Lines/Markings – Soccer Lines
 - Logo -- NONE
 - Letters -- NONE
- Supply and install turf system infill materials: ambient processed SBR and silica sand
- One (1) GMAX test performed upon completion of each field
- All usable remnants of new material generated by Shaw Sports Turf shall become property of owner.
- Quote based upon use of Shaw Sports Turf standard adhesive; other adhesives at additional cost
- Provide 8 year manufacturer warranty for our turf system only and instructions in turf care/maintenance
- Prices based upon private wage schedule in effect at time of proposal.
- Prices based upon one mobilization. Re-mobilization will incur additional costs (each mobilization)
- Provide Payment and Performance Bond

Scope of Work Exclusions

- Any bonds, bonding fees, or additional insurance policies (unless noted above)
- Any Prevailing Wages, Union Wages or Union Requirements
- Any Shock Pad or E layer
- Any grooming and/or maintenance equipment (Unless Option Chosen)
- Any Engineering and/or Design fees and/or survey work
- Any Independent Testing or testing of any kind
- Any sub grade or base testing of any kind
- Maintenance of field or other turf treatments
- Any materials, labor, equipment associated with: grading, hauling, over-excavating, soil treatment/remediation/stabilization, sub grade work, excavation of heavy rock, drainage or stone base work of any kind



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185 South Industrial Blvd.
Calhoun, GA 30701
www.shawsportsturf.com

- Any concrete curbing and/or nailer board materials and/or installation
- Any extra adhesive for glue down curbing design (prices estimated for nailer board installation)
- Locating, relocation, removal, supply, installation and/or repair of any existing or proposed utilities
- Contaminated soils, unsuitable soils, hazardous material removal and remediation
- Any lettering, logos and/or additional field markings not specified above
- Provision of any additional sports equipment, score clocks, bases, home plates, pitching rubbers, foul poles, soccer nets, corner flags, netting, goal posts, etc. (no labor or supplies of any kind)
- Track removal and/or replacement
- Crossing protection for asphalt, concrete, landscaping, tracks, etc.
- Site Security
- Anything not specifically stated in our above scope of work.
- Changes in the specifications and/or scope of work are subject to change orders and may require additional charges

Conditions

- Adequate staging area to be provided by the client (within 200' of installation)
- Executed Contract contingent upon site visit and approval by Shaw Sports Turf representative
- Proposal amount is subject to the payment terms established upon credit review by Shaw Sports Turf Financial Services at project award or approval.
- Standard manufacturing lead times is 21 working days from signed contract/shop drawing approval.
- This proposal is valid for 90 days.
- Price(s) subject to increase. Items that may affect increase(s) include but are not limited to: raw material costs, freight costs, manufacturing costs, taxes, etc.

Please contact me with any questions regarding this proposal.

Best regards,

Wynn Vinson
Territory Manager
Shaw Sports Turf
Phone: 601.416.4767

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CONTRACT
EXECUTION FOR STREET STRIPING SERVICES**

WHEREAS, a request for bids was advertised and competitive bids were received on July 26, 2019; a copy of the single responsive bid received is attached, and

WHEREAS, Time Striping, Inc., submitted the lowest bid in the amount of \$69,443, and

WHEREAS, the funds for striping work were approved in the 2019 Public Works budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Time Striping, Inc., for thermoplastic pavement markings in the amount of \$69,443.00.

Section 2. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this _____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



DBE Certified

P.O. BOX 1236 • VAN BUREN, ARKANSAS 72957
PHONE (479) 474-0452 • FAX (479) 474-0498
WWW.TIMESTRIPING.COM

Please accept the following bid for the subbid for the CITY OF SPRINGDALE Re-Stripe Project bid. All items are bid together as an "All" or "Nothing" quote. Call Spencer Stillman at 479-353-2011 for options for separating items. All prices are good for 30 days.
Time Striping, Inc. has been providing quality "On Time Service" to contractors for more than 30 years. Time is a member of and actively supports the Arkansas Association of General Contractors, the American Traffic Safety Services Association, the American Public Works Association, the Arkansas Asphalt Pavement Association and the Arkansas Good Roads Transportation Council. For a fully insured and bonded pavement marking and traffic control subcontractor, committed to professional service and quality workmanship, allow Time Striping, Inc. to service all of your contractor needs.
Please give us as much notice as possible of your upcoming requirements.

Job No: CITY OF SPRINGDALE		County: BENTON		Bid Date: 06/10/19		
Item No	Description	Unit	Plan Qty	Unit Price	Item Total	
719902W	Thermoplastic Pavement Markings - 6" Striping	LF	46,285.00	\$0.60	\$27,771.00	
719005W	Thermoplastic Pavement Markings -12"	LF	4,746.00	\$7.00	\$33,222.00	
719201	Thermoplastic Pavement Markings - Words	Each	7.00	\$350.00	\$2,450.00	
719202	Thermoplastic Pavement Markings - Arrows	Each	20.00	\$300.00	\$6,000.00	
JOB SPECIFIC NOTES:				Grand Total	\$69,443.00	

- NOTES:
- 1-Any work performed outside of The Sequence of Construction or work performed for the contractor that is Not Paid for By AMTD is due upon completion of the work.
 - 2-Bonding - Price does not include bonding. For questions about bonding call John Townsend at 479-474-0452.
 - 3-Indemnification: Time Striping, Inc. will only be liable for it's own products or actions or the products or actions of its subcontractors. Time Striping, Inc. will not honor this quote if a contract states any greater liabilities than stated above.
 - 4-Please include a copy of this bid in any contract written or all these notes in their entirety. Time Striping, Inc. will not sign any quote that does not include all of these notes.
 - 5-Time Striping, Inc. does not include any costs associated with insurance, construction, and flagging requirements on railroad property per the special provision. If Time Striping, Inc. is required to provide railroad protective liability insurance, please add \$5,000.00 to this quote.
 - 6-Time Striping Inc will not accept any contracts that requires RETAINAGE of any amount to be held from its pay.
- Pavement Markings notes:
- 1-Pavement Markings - Please install foilback tape directly on centerline on temporary surfaces. However, on Final surface offset tape 14 inches from centerline to avoid painting over.
 - 2- Contractor to be responsible for the cleanliness of the roadway for permanent striping application.
 - 3- Our unit prices include all mobilizations necessary for pavement marking installation per phased construction or for installing markings per AMTD "3-day" or 14-day" rule. Our prices do not include any mobilizations required due to pavement repair or patching where pavement markings were damaged or destroyed by others. Such repair work will be charged \$1,000.00 for paint or \$1,500.00 for thermoplastic per mobilization plus the quantity of markings repaired at the contract unit price.
 - 4- On projects where rumble stripe is to be installed on edge lines, our price for installing pavement markings includes layout for rumble stripe with chalk so long as the layout can be done during normal mobilizations to install centerline markings. If any mobilizations outside of normal centerline pavement marking operations are required, a mobilization charge of \$1,500 per occurrence will be charged.

Sincerely,

Cindy M. Williams
Time Striping, Inc

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
DAVID MANCIA IS DEFENDANT.**

WHEREAS, the City of Springdale filed a lawsuit against David Mancía to condemn a tract of land located at 815 East Emma Avenue for the Springdale Airport Expansion Project;

WHEREAS, the City of Springdale deposited the sum of \$103,000.00 into the Registry of the Court as estimated just compensation for the subject property;

WHEREAS, David Mancía has provided two appraisals for the property, the first being for \$214,000.00, and the second being for \$141,000.00, and has extended an offer to settle the condemnation lawsuit for the total sum of \$141,000.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$38,000.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

WHEREAS, the Springdale Airport Commission has recommended approval of this settlement, and this is the last remaining case that is pending for this project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the David Mancía condemnation lawsuit for the total sum of \$141,000.00, with the amount of \$38,000.00 to be paid from Capital Improvement Funds.

PASSED AND APPROVED this _____ day of _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



119 South Second Street
Rogers, AR 72756-4525

PH 479/636-0875
FX 479/636-8150

David R. Matthews³
Craig A. Campbell (Ret.)
George R. Rhoads³
Edwin N. McClure^{1,2}
Larry J. Thompson
Sarah L. Waddoups
Scott Tidwell^{1,3}
Ryan P. Blue
Edmond Joseph McGehee
Brent A. Johnson
Jordan L. Snoderly

Kimberly R. Weber⁴
M. Anneliese Reed
Mary B. Matthews
of counsel

¹ also admitted in Missouri
² also admitted in New York
³ also admitted in Oklahoma
⁴ also admitted in Texas

Email
ejm@mcrmt.com

Website
www.mcrmt.com

July 19, 2019

Mr. Ernest B. Cate
Plaintiff's Attorney
ecate@springdalear.gov

Re: *City of Springdale, Arkansas v. David J. Mancía*
Case No.: 72CV-18-3289-1

Dear Ernest:

I represent David J. Mancía. We have obtained the attached appraisal report from Mark E. Risk, GAA with respect to 815 E. Emma Avenue. Professor Risk—whose qualifications are shown on pages 79-82 of the report—has determined that the market value of the subject property as of the date of taking was **\$141,000**. The valuation is supported by a number of closely correlated sales comparables.

We have the utmost confidence in Professor Risk's ability to defend his work at trial. In the interest of avoiding the time and expense of prolonged discovery and litigation, my client is willing to settle this matter for \$38,000 (\$141,000 – the \$103,000 already received). Please note that we have come down, in good faith and on our own, \$73,000 from the initial appraisal value we received from appraiser Tara Hickman.

Please let me know within 14 days of your receipt of this letter if the City is willing to pay my client \$38,000 to conclude this matter. **Anything less than \$141,000 is not just compensation.**

Sincerely,

/s/ Edmond Joseph McGehee

Edmond Joseph McGehee

Appraisal Report

David Mancia
815 E Emma Ave
Springdale, AR 72764
As of **March** 31, 2019

Presented To:

Joey McGehee
Matthews, Campbell, Rhodes, McClure & Thompson, P.A.
119 South 2nd St.
Rogers, AR 72756

Presented By:

The Real Estate Consultants
118 N. East Avenue
Fayetteville, AR 72701
(479) 442-0762

Prepared By:

Mark E. Risk, GAA
AR State Certified General Appraiser #CG0202

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File # 19-0026

Transmittal Letter



Date: July 12, 2019

To: Joey McGehee
119 S. 2nd St.
Rogers, AR 72756

Re: David Mancia
815 E Emma Ave, Springdale, AR

Dear Mr. McGehee:

Per your request, I hereby certify I conducted a survey of matters pertinent to developing an opinion of the **Market Value** of the above captioned property. You and David Mancia are the client and intended users. This report is prepared for your exclusive benefit and may not be relied upon by any other party. Any other party relying on information contained in this document, without express permission, does so at their own risk.

I also certify this appraisal report conforms to Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. The following pages contain data gathered during my investigation, showing the appraisal process in detail with conclusions rendered. Please note this report is subject to stated Assumptions & Limiting Conditions, including any applied Extraordinary Assumptions &/or Hypothetical Conditions.

My primary emphasis was to determine the following:

- Estimate the market value of the subject property prior to the taking by the City of Springdale.

In the following sections, I analyze relevant facts and apply appropriate appraisal processes to the property. Therefore, it is my considered opinion the market value of the subject, – **as of the Effective Date of March 31, 2019** and subject to referenced assumptions and conditions – is as follows:

One **Hundred Forty One Thousand Dollars**
\$141,000

Respectfully submitted,

Mark E. Risk, GAA
AR State Certified General Appraiser #CG0202
The Real Estate Consultants, Inc.

RESOLUTION NO. _____

**A RESOLUTION AFFIRMING THE CITY OF SPRINGDALE'S
COMMITMENT TO LIFE AND DESIGNATING THE CITY OF
SPRINGDALE, ARKANSAS, AS A PRO-LIFE CITY.**

WHEREAS, we are granted inalienable rights by our Creator, among them being life, liberty and the pursuit of happiness, and these inalienable rights have been clearly stated and implemented throughout our Nation's history, most notably in the Declaration of Independence;

WHEREAS, denying the right to life of a created being is to deny liberty, the pursuit of happiness and all other unalienable rights;

WHEREAS, equality takes on its greatest form at the point of creation;

WHEREAS, the City of Springdale places the highest value on each individual's right to life;

WHEREAS, the General Assembly of the State of Arkansas has repeatedly affirmed its commitment to life, evidenced by legislation it has passed over time, including but not limited to:

- Act 1696 of 2005 – The Unborn Child Pain Awareness and Prevention Act
- Act 301 of 2013 – The Arkansas Human Heartbeat Protection Act
- Act 1086 of 2015 – The Woman's Right-to-Know Act
- Act 45 of 2017 – The Unborn Child Protection from Dismemberment Abortion Act
- Act 392 of 2017 – The Born-Alive Infant Protection Act
- Act 733 of 2017 – The Sex Discrimination by Abortion Prohibition Act
- Act 493 of 2019 - The Cherish Act
- Act 619 of 2019 - The Down Syndrome Discrimination by Abortion Prohibition Act
- Act 653 of 2019 – The Prohibition of Public Funding of Human Cloning and Destructive Embryo Research Act

WHEREAS, the City of Springdale affirms the value of human life at every stage; and

WHEREAS, the City of Springdale affirms its commitment to life, evidenced by its dedication to educate every child, provide economic opportunity for personal gain, welcoming of non-profit entities that provide care and assistance toward the well-being of everyone, and its financial commitment to the Springdale Senior Center which cares for our senior citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that based on the foregoing, the City of Springdale, Arkansas hereby recognizes and designates itself as Arkansas's first Pro Life City.

PASSED AND APPROVED this _____ day of _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney